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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FAIR HOUSING JUSTICE CENTER, INC.

Index No. 20 Civ. 4066 (NSR)(VR)

CONSENT DECREE

Plaintiff,

v.

LIGHTHOUSE LIVING LLC;
LIGHTHOUSE LIVING MANAGEMENT LLC;
LIGHTHOUSE LIVING REALTY, LLC;
LIGHTHOUSE ENTERPRISES LLC;
ONE DEKALB LLC; AGD DEKALB LLC;
AGD NORTH PEARL LLC; AGD PEARL
CONSTRUCTION LLC; 550 HALSTEAD
AVENUE LLC; AGD HARRISON LLC;
CREATE DEVELOPMENT LLC;
CAMPO CROCE LLC;
J&J MANAGEMENT SERVICES LLC;
PAPP ARCHITECTS, P.C.,

Defendants.

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This Consent Decree (the “Agreement”) is entered into by, between, and among, on the one hand, Fair Housing Justice Center, Inc. (“FHJC”), and on the other hand, the Lighthouse Defendants (as defined below), J&J (as defined below), Papp (as defined below), and Realty (as defined below), (collectively, the “Parties”).

WHEREAS, on or about October 8, 2021, FHJC filed an Amended Complaint alleging that Defendants (as defined below) discriminated on the basis of disability in the design and construction of three multi-family residential developments in Westchester County, New York in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and the New York State Human Rights Law, New York Executive Law § 296 *et seq.*; and

WHEREAS, Defendants deny the allegations of wrongdoing and liability against them in the Complaint, and by entering into this Agreement do not intend to admit, and do not admit, the same; and

WHEREAS, Defendants maintain they have complied and will continue to comply with the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and the New York State Human Rights Law, New York Executive Law § 296 *et seq.*; and

WHEREAS, FHJC and Defendants desire to voluntarily resolve the claims asserted in this action, and agree that the terms of this Agreement, as a compromise to avoid protracted expenses and litigation, reflect a full and fair resolution of the disputes between the Parties; and

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, and ORDERED, by, between, and among the Parties, and by the Court, that all claims will be compromised, settled, released, and dismissed upon and subject to the terms of this Agreement, as follows:

SECTION I: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1. “Plaintiff” shall mean and refer to the Fair Housing Justice Center, Inc.
2. “FHJC’s Service Area” shall mean and refer to New York City and Nassau, Suffolk, Westchester, Dutchess, Orange, Putnam, and Rockland Counties.
3. “Lighthouse Defendants” shall mean and refer to Lighthouse Living LLC, Lighthouse Living Management LLC, Lighthouse Enterprises LLC, One Dekalb LLC, AGD Dekalb LLC, AGD North Pearl LLC, AGD Pearl Construction LLC, 550 Halstead Avenue LLC, AGD Harrison LLC, Create Development LLC, and Campo Croce LLC.

4. “J&J” shall mean and refer to J&J Management Services LLC.
5. “Papp” shall mean and refer to Papp Architects, P.C.
6. “Realty” shall mean and refer to Lighthouse Living Realty, LLC.
7. “Defendants” shall mean and refer to the Lighthouse Defendants, J&J, Papp, and Realty, collectively.
8. “Action” shall mean and refer to *Fair Housing Justice Center, Inc. v. Lighthouse Living LLC et al.*, 20 Civ. 4066-NSR-VR (S.D.N.Y.), pending in the United States District Court for the Southern District of New York.
9. “Amended Complaint” means the amended complaint filed in this action on October 8, 2021.
10. “The Light House” shall mean and refer to the 50-unit residential apartment building located at 120 North Pearl Street, Port Chester, New York, including all individual dwelling units and all common areas. The Light House is also referred to in the context of this Action as “North Pearl.”
11. “The Wood Works” shall mean and refer to the 36-unit residential apartment building located at 550 Halstead Avenue, Harrison, New York, including all individual dwelling units and all common areas. The Wood Works is also referred to in the context of this Action as “550 Halstead.”
12. “One Dekalb” shall mean and refer to the 76-unit residential apartment building located at One Dekalb Avenue, White Plains, New York, including all individual dwelling units and all common areas.

13. “Covered Multifamily Dwellings” means (a) all units in buildings consisting of four or more units if such buildings have at least one elevator, and (b) ground floor units in buildings consisting of four or more units if such buildings do not have an elevator, that are designed and/or constructed within FHJC’s Service Area by any Defendant or a Defendant’s subsidiary during the term of this Agreement.

14. “Covered Sites” shall mean and refer to The Light House, The Wood Works, and One Dekalb, which are collectively referred to herein as “Subject Properties”, and all residential developments with Covered Multifamily Dwellings to which any of the Defendants provides its professional services and/or owns, operates, develops, constructs, and/or manages during the term of this Agreement, where initial occupancy of any covered multifamily dwelling occurs on or after the Effective Date of this Agreement.

15. The “Court” shall mean and refer to United States District Judge Nelson S. Roman of the United States District Court for the Southern District of New York or any successor judge that the Court may appoint.

SECTION II: TERM AND SCOPE

16. All obligations under this Agreement, unless otherwise specified, shall commence the day following the date this Agreement is so-ordered by the Court (“Effective Date”). The term of this Agreement is four (4) years from the Effective Date (“Term”), unless stated otherwise.

17. With two exceptions, all obligations under this Agreement begin on the Effective date and shall remain in effect for the Term. The first exception is that the provisions of Section IV below requiring retrofitting, notice to current and prospective tenants, and requiring or

permitting inspection of the Subject Properties shall remain in force in perpetuity until all of the required retrofits have been completed. For the avoidance of doubt, the final required inspection of the Subject Properties, provided for in Paragraph 31 below, and any further retrofits required as a result of such inspection may occur within twelve (12) months following expiration of the Term as described below. The second exception is that all terms related solely to Papp shall remain in effect for three (3) years from the Effective Date.

18. Unless otherwise specified, this Agreement will be binding on the Defendants and all their employees, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

SECTION III: MONETARY RELIEF

19. Defendants shall pay FHJC the total sum of Nine Hundred Ninety-Three Thousand Two Hundred Fifty Dollars (\$993,250) (the “Settlement Amount”). Defendants have agreed to apportion payment of the Settlement Amount in the share amounts set forth in Paragraph 20, below. FHJC’s receipt of the Settlement Amount shall be in full and complete satisfaction of all claims for monetary damages in the Action and all claims for attorneys’ fees and costs incurred by FHJC through and including the Effective Date.

20. Upon receipt of a fully executed copy of this Agreement and a duly executed IRS Form W-9 from FHJC’s counsel, Defendants shall pay the Settlement Amount by wire transfer or check to the attorney IOLTA account of FHJC’s counsel, as follows:

- a. Seven Hundred Thousand Dollars (\$700,000.00) of the Settlement Amount shall be paid by the Lighthouse Defendants within thirty (30) days of the Effective Date;

- b. Two Hundred Seventy-Eight Thousand Two Hundred Fifty Dollars (\$278,250.00) shall be paid by Papp within thirty (30) days of the Effective Date; and
- c. Fifteen Thousand Dollars (\$15,000.00) shall be paid by Realty within thirty (30) days of the Effective Date.

21. Concurrently with the execution of this Agreement, counsel for Plaintiff, Cuti Hecker Wang LLP, will furnish Defendants with the wire and check instructions for the payment of the Settlement Amount.

SECTION IV:

PROVISIONS RELATING TO RETROFITS OF THE SUBJECT PROPERTIES

22. The Parties agree that the Settlement Amount described in Section III does not include the cost of retrofits of the individual dwelling units and common use areas of the Subject Properties. The Parties further agree that the Lighthouse Defendants shall bear the costs of all individual dwelling unit and common use area retrofits specified in this Agreement.

23. The retrofit plans for each Subject Property are contained in Exhibit A and are hereby incorporated into and made enforceable as part of this Agreement.

24. The Lighthouse Defendants represent that they have full authority to make all retrofits set forth in Exhibit A and required pursuant to this Agreement.

25. Within one hundred and eighty (180) days of the Effective Date, the Lighthouse Defendants shall complete all of the required retrofits of the common use areas at the Subject Properties, as set forth in Exhibit A hereto.

26. The Lighthouse Defendants shall complete all of the required retrofits within the dwelling units at each of the Subject Properties within the time periods specified in Exhibit A.

27. Within thirty (30) days of the Effective Date, and continuing until all available retrofits have been made, the Lighthouse Defendants shall deliver a notice to prospective residents of the Subject Properties, detailing accessibility retrofits available for individual units upon request of a resident at no cost to that resident. The notice shall be delivered to the prospective resident when such person submits an application, but the “on request” retrofit need not be made until the prospective resident making the request has signed a lease agreement. The notice shall be substantially in the form of Exhibits B-1 through B-3 (“Notice to Prospective Residents of Accessibility Features Available on Request”). The Lighthouse Defendants shall make any such requested retrofit within fourteen (14) days of the prospective resident’s lease signing, except that, if the dwelling unit to be leased by the prospective resident is occupied at the time the lease is signed, the time within which the Lighthouse Defendants must complete the requested retrofit(s) shall run from the date the occupying resident vacates the dwelling unit. The Lighthouse Defendants shall maintain and retain records regarding: (a) all such notices (including dates, affected units, and nature of retrofit(s) offered); (b) all requests for retrofits (including dates, affected units, and nature of requested retrofit(s)); and (c) the work performed to implement or otherwise address all requested retrofits (collectively, the “Required Records”).

28. Within thirty (30) days of the Effective Date, the Lighthouse Defendants shall notify current residents of the Subject Properties of retrofits available for them to request by providing residents with a copy of the “Notice to Current Residents of Accessibility Features Available on Request”. This notice shall be substantially in the form of Exhibits C-1 through C-

3. Within fourteen (14) days of a resident requesting a retrofit of any or all of the items set forth in the form of notices attached as Exhibits C-1 through C-3, the Lighthouse Defendants shall make the requested retrofit. The Lighthouse Defendants shall maintain and retain the Required Records regarding all such notices and/or requested retrofits. The Lighthouse Defendants shall comply with the deadlines set forth in Exhibit A. To the extent that the Lighthouse Defendants, despite having used their best efforts, are unable to comply with any retrofit deadline (other than for retrofits pursuant to Paragraphs 27 or 28), the Lighthouse Defendants shall, at least ten (10) days before the deadline, provide specific, written notice to Plaintiff that includes an explanation of the reasons the deadline cannot be met. To the extent the Lighthouse Defendants, despite having used their best efforts, are unable to comply with a deadline to complete a retrofit required under Paragraphs 27 or 28, the Lighthouse Defendants shall, at least five (5) days before the deadline, provide specific, written notice to Plaintiff that includes an explanation of the reasons the deadline cannot be met. Plaintiff will not unreasonably withhold its consent to a reasonable extension of time for the Lighthouse Defendants to perform the retrofit that is the subject of such notice. The deadlines under this Section may be extended or modified by written agreement between the Lighthouse Defendants and Plaintiff without further order of the Court, so long as the extension or modification would not affect the Term.

29. Any prior, pending, or subsequent sale or transfer, in whole or in part, of an ownership interest in the Subject Properties by any of the Lighthouse Defendants shall not affect the Lighthouse Defendants' obligation to complete the retrofits required by this Agreement. Should any of the Lighthouse Defendants sell or transfer any ownership interest in any of the Subject Properties after the Effective Date and prior to the completion of the retrofits required by

this Agreement, the Lighthouse Defendants shall provide written notice to each buyer or transferee that the Lighthouse Defendants are required to complete the retrofits required by this Agreement, and the Lighthouse Defendants shall either (i) provide written certification to FHJC that the required retrofits at all of the Subject Properties have been completed prior to the sale or transfer, or (ii) obtain written consent of the buyer(s)/transferee(s) to allow the Lighthouse Defendants to complete the retrofits required by this Agreement after the sale/transfer (“Retrofit Consent”), or (iii) cause the buyer/transferees to assume the obligations of the Lighthouse Defendants set forth in this Agreement (“Retrofit Assumption”). In the event that any Lighthouse Defendant enters into a sale or transfer of any of the Subject Properties without being able to certify that all retrofits required by this Agreement have been completed, the Lighthouse Defendants shall provide FHJC with a copy of the Retrofit Consent or Retrofit Assumption, whichever applies, at least ten (10) days prior to the sale or transfer of any Subject Property.

30. The Lighthouse Defendants shall retain, at their cost, an inspector to inspect the constructed retrofits performed by the Lighthouse Defendants pursuant to this Agreement (the “Inspector”). The Lighthouse Defendants have proposed and Plaintiff has accepted KMA LLC (“KMA”) as Inspector. If KMA is unable or unwilling to conduct an inspection within the time frame specified in this Agreement, the Lighthouse Defendants have proposed and Plaintiff has accepted Hecker Designs as an acceptable backup inspector. In the event either approved inspector is unable to complete any required inspection, the Lighthouse Defendants and Plaintiff shall cooperate to identify a mutually acceptable substitute whose designation and acceptance shall be in writing.

31. The Inspector shall conduct at least two on-site inspections of the completed retrofits at the Subject Properties to determine whether they comply with this Agreement. The first required inspection shall occur within thirty (30) days after the common use area retrofits detailed in Exhibit A are completed and shall include all common use area retrofits and all dwelling unit retrofits that have been completed at the Subject Properties as of that date. The second required inspection shall occur within thirty (30) days following the expiration of the Term and shall include all completed dwelling unit retrofits not previously inspected.

32. After the inspections required under Paragraph 31 are completed, FHJC may request inspections of the retrofits completed thereafter (a “Post-Term Inspection”). FHJC may not request more than one Post-Term Inspection in any twelve-month period. The Lighthouse Defendants shall not unreasonably withhold, delay, or deny their consent to a requested Post-Term Inspection. FHJC shall select the inspector to conduct the Post-Term Inspection (the “FHJC Inspector”). FHJC shall be solely responsible for the costs of any Post-Term Inspection. The scope of any Post-Term Inspection is limited to completed retrofits not previously inspected.

33. The Lighthouse Defendants shall ensure that the Inspector and FHJC Inspector have full access to the common use areas and the dwelling units to be inspected during any inspections conducted under this Agreement.

34. Within thirty (30) days after each of the inspections detailed in Paragraph 31, the Inspector shall provide a written report to the Lighthouse Defendants and Plaintiff (“Report”), which shall identify (a) the common use area retrofits and retrofits in the apartments that were inspected, (b) any non-compliant items; and (c) for compliant items, certification that the retrofits have been completed in accordance with Exhibit A and in a good and professional

manner. For any non-compliant item, the Report shall identify the item and explain the non-compliant condition. The Lighthouse Defendants agree to correct any deficiency identified by the Inspector, and to keep and maintain records showing how they addressed each such condition. Thereafter, the Inspector will inspect whether the previously identified non-compliant items were adequately addressed, and provide a report to the Lighthouse Defendants and Plaintiff identifying any remaining non-compliant items and the non-compliant conditions thereof, and certifying that for compliant items, the retrofits have been completed in accordance with Exhibit A and in a good and professional manner. At the sole discretion of the Inspector, inspection of non-compliant items previously identified based on a prior on-site inspection may be made by photographic evidence rather than a return on-site visit. The Lighthouse Defendants agree to repeat this process, including by making and keeping records of the steps it has taken to address any non-compliant items identified by the Inspector, until the Inspector certifies in writing that all retrofits have been performed in accordance with this Agreement and in a good and professional manner. The same process shall apply to any Post-Term Inspection.

SECTION V: FAIR HOUSING COMPLIANCE

35. Defendants agree to comply with the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; and the New York State Human Rights Law, New York Executive Law § 296 *et seq.* in all future design and construction projects.

36. Defendants agree not to discriminate against any individual on the basis of disability.

37. Defendants, their officers, employees, successors, and assigns agree not to retaliate against, intimidate, threaten, or interfere with Plaintiff or Plaintiff's directors or

employees on account of them having aided or encouraged Plaintiff or having aided or encouraged any other person in the exercise or enjoyment of any right protected by federal, state, or local fair housing laws.

38. Within thirty (30) days of the Effective Date, Defendants shall adopt and distribute to all of their employees the Equal Housing Opportunity Policy annexed hereto as Exhibit D.

39. Within thirty (30) days of the completion of the common use area retrofits set forth in Exhibit A, the Lighthouse Defendants shall provide to the New York non-profit organizations identified on Exhibit E letters attached as Exhibit F-1 through F-3 that include a description of the types of units at the Subject Properties, links to the Subject Properties' web pages, and a general statement of availability or presence of accessibility features as required by the federal Fair Housing Act and New York State Building Code. The Lighthouse Defendants shall thereafter during the Term provide notice, at a minimum of annually on the anniversary of the Effective Date, to the same New York non-profit organizations identified on Exhibit E via a letter in substantially the same form as Exhibit F that includes a description of the types of units at available at all Covered Sites and links to the web pages for such Covered Sites.

40. Beginning thirty (30) days after the Effective Date, the Lighthouse Defendants shall include the fair housing logo, which is attached hereto as Exhibit G, on the websites for any Covered Site any of them own, on any print advertisements for any Covered Site, and on the future printing of residential rental applications for any Covered Site.

41. Beginning thirty (30) days after the Effective Date, Papp shall include the fair housing logo, which is attached hereto as Exhibit G, on their websites.

42. Beginning thirty (30) days after the Effective Date, the Lighthouse Defendants, J&J, and Realty shall display at any leasing offices for any Covered Site for which they provide rental and/or leasing services, in a manner plainly visible to all visitors to the leasing offices, a Department of Housing and Urban Development fair housing poster, in the form attached hereto as Exhibit H, having dimensions of at least 11 inches by 14 inches.

43. Within 180 days of the Effective Date, the principals of the Lighthouse Defendants, Papp, and Realty shall each, at their own expense, attend a half-day training to be provided by an FHJC-approved third party. Each such training attended by the principals of each Defendant shall cover the following topics: (i) the design and construction requirements of the Fair Housing Act, the Americans with Disabilities Act, and the New York State Human Rights Law as applied to residential dwellings; (ii) the duty to comply with federal, state, and local fair housing laws; (iii) and the duty to grant requests for reasonable accommodations or modifications. Such training(s) may each be provided virtually (via Zoom or other similar video conferencing platform) and shall occur within six (6) months after the Effective Date. Within fourteen (14) days of each such training, each Defendant shall provide certification to FHJC of its principals' attendance at the training.

SECTION VI: OTHER DESIGN & CONSTRUCTION

44. Every six (6) months during the Term, with respect to each Covered Multifamily Dwelling being designed or constructed by the Lighthouse Defendants or their subsidiaries or affiliates ("Covered Project"), the Lighthouse Defendants will provide FHJC with a report containing specified information ("Covered Project Report"). Each Covered Project Report shall identify (i) the name and address of each Covered Project; (ii) a description of the property and

the individual units; (iii) the identity of the civil engineer of record; (iv) the identity of the architect of record; (v) statements from both the civil engineer of record and the architect of record for each Covered Project certifying that each has reviewed the relevant discipline documents for the project and that, to the best of his or her knowledge after reasonable investigation, the design specifications for the project fully comply with all applicable accessibility requirements.

45. During the Term, the Lighthouse Defendants will retain the accessPartnership l.p. as an independent consultant (“Independent Consultant”) to help ensure that any Covered Project complies with the FHA, the local building code, and UFAS, where applicable. Prior to the completion of construction of each Covered Project, the Lighthouse Defendants will cause the Independent Consultant to conduct a site inspection and identify in writing conditions that are inaccessible or, if constructed as designed, would be inaccessible. For all such projects, the Lighthouse Defendants agree to remediate any such conditions prior to the completion of construction. The Lighthouse Defendants shall retain a copy of all reports, opinions, and/or substantive communications regarding compliance by or with the Independent Consultant relating to the Covered Projects. The Lighthouse Defendants will have no obligation to produce any inspection reports of the Independent Consultant to FHJC or any other individual or entity. Upon the filing for a final certificate of occupancy, the Independent Consultant will provide to FHJC certification that each Covered Project complies with all applicable accessibility requirements. Although the Lighthouse Defendants intend to comply with all applicable accessibility requirements in connection with all future construction, the Lighthouse Defendants

are not required to submit compliance certifications from the Independent Consultant regarding conditions existing in any Covered Project after the Term ends.

46. For a period of three (3) years from the Effective Date, Papp shall not prepare drawings to be filed with the building department of appropriate jurisdiction for any new Covered Multifamily Dwellings that are subject to the design and construction requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C) (“Covered Drawings”) without retaining or causing the retention of an independent consultant with expertise in fair housing accessibility requirements (the “Independent Consultant”) to review the architectural plans and specifications relating to the Covered Drawings and to opine in writing regarding the Covered Drawings’ compliance with the design and construction requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C). Papp shall retain a copy of all reports, opinions, and/or substantive communications regarding compliance by or with the Independent Consultant relating to the Covered Drawings.

47. The Independent Consultant retained (at Papp’s own expense) pursuant to Paragraph 46 of this Section shall be Hecker Designs and/or KMA LLC. In the event both Hecker Designs and KMA LLC are unable to serve as Independent Consultant, Papp and Plaintiff shall cooperate to identify a mutually acceptable substitute whose designation and acceptance shall be in writing.

48. For each dwelling covered by Paragraph 46 of this Section, the Independent Consultant shall review Papp’s approximately 75% Construction Documents to opine on compliance with the FHA and the applicable accessibility requirements the New York City Building Code (for buildings within New York City). The Independent Consultant will provide

a written report to Papp affirming that the drawings are in compliance or, if the drawings are not in compliance, detailing any identified non-compliant conditions and proposing solutions for each identified non-compliant condition.

49. Papp agrees to implement the solutions proposed by the Independent Consultant, unless it has a good faith disagreement with the Independent Consultant's interpretation of applicable code, in which case Papp and the Independent Consultant will engage in a dialogue about the specific issue.

50. Papp shall provide annual certifications to FHJC that its Covered Drawings have been reviewed for accessibility compliance by the Independent Consultant. Papp shall have no obligation to provide the Covered Drawings to FHJC or to disclose to FHJC information about the projects for which Covered Drawings were prepared other than identifying the county within FHJC's Service Area, the number of stories, and the number of dwelling units.

SECTION VII: RELEASES

51. Except for the right to enforce the terms of this Agreement, including the obligations assumed by Defendants hereunder, and in exchange for adequate consideration as set forth herein, FHJC, on behalf of itself and its directors, officers, employees, testers, parents, subsidiaries, affiliated entities, successors, assigns, agents, trustees, insurers, and attorneys, fully and forever releases, acquits, and discharges with prejudice, subject to the terms of this Agreement, Defendants, and each of their respective affiliates, joint venturers, joint venture partners, direct and indirect parent companies, direct and indirect subsidiary companies, beneficial owners or indirect beneficial owners, equityholders or indirect equityholders, lenders, insurers, and reinsurers, and each of their respective, principals, partners, directors, employees,

agents, representatives, officers, attorneys, heirs, assigns, and successors in interest, from any and all liability, claims, or rights of action, of any kind or nature whatsoever, that arise from the allegations set forth or described in the Complaints in this action, whether known or unknown, including all claims for reasonable attorneys' fees and costs (hereinafter, the "Released Claims"); provided however, that Released Claims do not include any claims to enforce any provision of this Agreement. The release by FHJC in favor of any Defendant that has made payment pursuant to Section III shall not be contingent upon payment to FHJC by any other Defendant.

52. Except for the right to enforce the terms of this Agreement, including the obligations assumed by FHJC hereunder, and in exchange for adequate consideration as set forth herein, each Defendant, on its own behalf and on behalf of its parents, subsidiaries, affiliated entities, successors, assigns, members, owners, directors, officers, agents, trustees, insurers, and attorneys, fully and forever releases, acquits, and forever discharges with prejudice FHJC, together with its directors, officers, employees, testers, parents, subsidiaries, affiliated entities, successors, assigns, agents, trustees, insurers, and attorneys, and each other Defendant, together with each of their respective affiliates, joint venturers, joint venture partners, direct and indirect parent companies, direct and indirect subsidiary companies, beneficial owners or indirect beneficial owners, equityholders or indirect equityholders, lenders, insurers, and reinsurers, and each of their respective principals, partners, directors, employees, agents, representatives, officers, attorneys, heirs, assigns, and successors in interest, from any and all liability, claims, or rights of action, of any kind or nature whatsoever, that arise from the allegations set forth or described in the Complaints and Answers in this action, whether known or unknown, including

all defense and indemnification obligations, and all claims for reasonable attorneys' fees and costs.

53. Within five (5) days after the payments required by Paragraph 20 above are made, counsel for the Parties shall execute, and counsel for FHJC shall file in the Action, the Stipulation and Order of Dismissal that is attached hereto to Exhibit I.

SECTION VIII: CONTINUING JURISDICTION AND DISPUTE RESOLUTION

54. The Court shall retain jurisdiction to enforce the terms of this Agreement.

55. The Parties shall endeavor in good faith to informally resolve any differences regarding the interpretation of and compliance with this Agreement.

56. Prior to moving to enforce this Agreement before this Court or any other court, FHJC shall provide each affected Defendant with written notice of any allegation of non-compliance with this Agreement and provide such Defendant(s) with forty-five (45) days in which to cure any alleged noncompliance. The Parties shall confer during such forty-five-day cure period and attempt in good faith to resolve the alleged noncompliance by agreement. If the Parties are unable to reach an agreement at the conclusion of such forty-five-day cure period, FHJC may seek judicial relief. For the avoidance of doubt, no Defendant shall have any vicarious or joint and several liability for any breach of this Agreement by another Defendant.

57. If FHJC prevails on any motion to enforce this Agreement before the Court or any other court, FHJC shall be entitled to recover from the affected Defendant(s) all attorneys' fees and costs reasonably incurred in connection with such motion. If the Court determines that FHJC has failed to comply with the notice provision set forth in Paragraph 57, the affected

Defendant(s) may seek to recover attorneys' fees and costs reasonably incurred in connection with responding to such motion or action.

SECTION IX: MISCELLANEOUS

58. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing (including facsimile, email, or other similar electronic writing) and shall be transmitted by email as follows:

If to FHJC:

elizabethgrossman@fairhousingjustice.org
madhulikamurali@fairhousingjustice.org
mwang@chwillp.com;
jcuti@chwillp.com; and
areiter@chwillp.com

If to the Lighthouse Defendants:

tkitay@bakerdonelson.com
skidd@bakerdonelson.com
david@lighthouseliving.com

If to J&J Management Services LLC:

tkitay@bakerdonelson.com
skidd@bakerdonelson.com

If to Papp:

jfox@milbermakris.com
paf@papparchitects.com

If to Realty:

adam.collyer@lewisbrisbois.com
julian.diaz@randrealty.com

Any party may change its designated recipients by providing written notification to the individuals listed above.

59. This Agreement will be deemed to have been jointly drafted, and no provision herein will be interpreted or construed for or against any Party because such Party drafted or requested such provision or this Agreement as a whole.

60. The Parties to this Agreement agree that this settlement and compromise are in no way an admission, individually or jointly, of fault, liability, and/or negligence in this matter and make this settlement and compromise only to prevent the burden and expense inherent in continuing in this dispute. Neither this Agreement, nor the execution of this Agreement, nor any negotiations or proceedings hereunder, nor any actions taken or document executed by any Party pursuant to or in furtherance of this Agreement shall be deemed to constitute any acknowledgment, admission, or evidence of, any wrongdoing or liability on the part of any Party to this Agreement.

61. Any part or provision of this Agreement which is prohibited by law or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

62. This Agreement constitutes the entire agreement between and among the Parties hereto as to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral, with respect thereto. Any amendment to, or waiver of, this Agreement must be agreed to in writing by each affected Party. No waiver by any Party hereto of any breach by any other Party hereto of any provision of this Agreement to be performed by

such other Party shall be deemed a waiver of a similar or any other breach or provision at the same or at any prior or subsequent time.

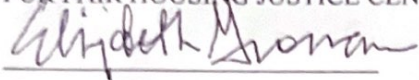
63. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine) and applicable federal law.

64. This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures by facsimile, pdf, or other electronic imaging shall be deemed to constitute original signatures.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff:*



By: Elizabeth Grossman
Title Executive Director/General Counsel
Date: November 10, 2023

FOR LIGHTHOUSE LIVING LLC,
LIGHTHOUSE LIVING MANAGEMENT LLC,
LIGHTHOUSE ENTERPRISES LLC,
ONE DEKALB LLC,
AGD DEKALB LLC,
AGD NORTH PEARL LLC,
AGD PEARL CONSTRUCTION LLC,
550 HALSTEAD AVENUE LLC,
AGD HARRISON LLC,
CREATE DEVELOPMENT LLC,
and CAMPO CROCE LLC, *Defendants:*

By:
Title
Date:

FOR J&J MANAGEMENT SERVICES LLC, *Defendant:*

By:
Title
Date:

FOR PAPP ARCHITECTS, P.C., *Defendant:*

By:
Title
Date:

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff*:

By:
Title
Date:

FOR LIGHTHOUSE LIVING LLC,
LIGHTHOUSE LIVING MANAGEMENT LLC,
LIGHTHOUSE ENTERPRISES LLC,
ONE DEKALB LLC,
AGD DEKALB LLC,
AGD NORTH PEARL LLC,
AGD PEARL CONSTRUCTION LLC,
550 HALSTEAD AVENUE LLC,
AGD HARRISON LLC,
CREATE DEVELOPMENT LLC,
and CAMPO CROCE LLC, *Defendants*:



By: David Mann
Title: Managing Member
Date: 12/26/2023

FOR J&J MANAGEMENT SERVICES LLC, *Defendant*:

By:
Title
Date:

FOR PAPP ARCHITECTS, P.C., *Defendant*:

By:
Title
Date:

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff*:

By:
Title
Date:

FOR LIGHTHOUSE LIVING LLC,
LIGHTHOUSE LIVING MANAGEMENT LLC,
LIGHTHOUSE ENTERPRISES LLC,
ONE DEKALB LLC,
AGD DEKALB LLC,
AGD NORTH PEARL LLC,
AGD PEARL CONSTRUCTION LLC,
550 HALSTEAD AVENUE LLC,
AGD HARRISON LLC,
CREATE DEVELOPMENT LLC,
and CAMPO CROCE LLC, *Defendants*:

By:
Title
Date:

FOR J&J MANAGEMENT SERVICES LLC, *Defendant*:

By:  James Vitanza
Title President
Date: 12-20-23

FOR PAPP ARCHITECTS, P.C., *Defendant*:

By:
Title
Date:

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff*:

By:
Title
Date:

FOR LIGHTHOUSE LIVING LLC,
LIGHTHOUSE LIVING MANAGEMENT LLC,
LIGHTHOUSE ENTERPRISES LLC,
ONE DEKALB LLC,
AGD DEKALB LLC,
AGD NORTH PEARL LLC,
AGD PEARL CONSTRUCTION LLC,
550 HALSTEAD AVENUE LLC,
AGD HARRISON LLC,
CREATE DEVELOPMENT LLC,
and CAMPO CROCE LLC, *Defendants*:

By:
Title
Date:

FOR J&J MANAGEMENT SERVICES LLC, *Defendant*:

By:
Title
Date:

FOR PAPP ARCHITECTS, P.C., *Defendant*:

By: Philip A. Fruchter, AIA
Title President
Date: November 15, 2023

FOR LIGHTHOUSE LIVING REALTY, LLC, *Defendant*:


By: Julian

Title Broker

Date: 12/13/2023

AS TO FORM OF AGREEMENT ONLY:

Dated: _____, 2023

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By: _____

John Cuti

Mariann Wang

Alice G. Reiter

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(212) 620-2600

Attorneys for Plaintiff Fair Housing Justice Center, Inc.

Dated: _____, 2023

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC

By: _____

Theresa L. Kitay

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Lighthouse Living Management LLC, Lighthouse
Enterprises LLC, One Dekalb LLC, AGD Dekalb LLC*


FOR LIGHTHOUSE LIVING REALTY, LLC, *Defendant*:

By:
Title
Date:

AS TO FORM OF AGREEMENT ONLY:

Dated: November 13, 2023


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Attorneys for Plaintiff Fair Housing Justice Center, Inc.

Dated: December 27, 2023

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Enterprises LLC, One Dekalb LLC, AGD Dekalb LLC*

*AGD North Pearl LLC, AGD Pearl Construction LLC,
550 Halstead Avenue LLC, AGD Harrison LLC,
Create Development LLC, Campo Croce LLC, and
J&J Management Services LLC.*

Dated: November 15, 2023

MILBER MAKRIS PLOUSADIS & SEIDEN, LLP

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Attorneys for Defendant Papp Architects, P.C.

Dated: _____, 2021

LEWIS BRISBOIS

By: _____
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(215) 977-4060

Attorneys for Defendant Lighthouse Living Realty, LLC

IT IS SO ORDERED:



Hon. Nelson S. Román, U.S.D.J.
Date: December 27, 2023
White Plains, NY

*AGD North Pearl LLC, AGD Pearl Construction LLC,
550 Halstead Avenue LLC, AGD Harrison LLC,
Create Development LLC, Campo Croce LLC, and
J&J Management Services LLC.*

Dated: _____, 2023

MILBER MAKRIS PLOUSADIS & SEIDEN, LLP

By: _____

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Attorneys for Defendant Papp Architects, P.C.

Dated: _____, 2021

LEWIS BRISBOIS

By:  _____

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(215) 977-4060

Attorneys for Defendant Lighthouse Living Realty, LLC

IT IS SO ORDERED:

Hon. Nelson S. Roman, U.S.D.J.

Date:

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
1	Common Areas, Generally:		
2	Emergency warning systems shall include both audible alarms and visual alarms.	There is an audible alarm system in the building, but no visual alarms in many of the common use spaces. It is unclear whether there are visual alarms in the trash rooms and in Bicycle Storage. It is unclear whether the visual alarms covered the fitness center, garage, package area, mailbox area, and lobby.	Within 180 days, audible alarms in all common areas will be modified to include visual alarms. All existing audible alarms and coverage with visual alarms will be confirmed as compliant with the fire code.
3	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	At the exit access doors that lead to areas of refuge, the top is 1 1/4" above the landing.	Within 180 days, the exit access door thresholds will be modified to no more than 1/2" total rise, with no more than 1/4" abrupt vertical and the remainder beveled at a slope of 1:2.
4	The standpipe riser is in the circulation path. If the underside of any part is more than 27" but less than 80" above the floor, then it may be a protruding object. It cannot protrude more than 4" into the circulation path from the wall or pipe.	The undersides of the valves are about 46" above the floor and they protrude into the circulation path about 8 1/2".	Within 180 days, cane detection will be installed in the circulation path.
5	Vestibule:		
6	On the push side of a swinging door, the bottom 10" must be smooth. That is, the surfaces must be within 1/16" of the same plane. Cavities created by kick plates must be capped.	On the entrance doors, the bottom of the door handle is 8 1/4" above the floor. The top of the bottom stile is 9" above the floor and about 1/4" in front of the glass.	Within 180 days, the door handle will be modified so that 10" minimum will be provided.
7	Lobby:		
8	A forward approach to the pull side of the door is required. The maneuvering space must extend 18" to the latch side of the door.	At the entrance door from the garage, the maneuvering space extends only 6" to the latch side of the door.	Within 180 days, an automatic door opener will be installed at the entrance door from the garage.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
9	Overhead objects along circulation paths must be at least 80" above the floor.	The underside of both of the stairs, which are within a circulation path, are not enclosed or protected by a rail. Therefore, the undersides of the stairs reduce the headroom to less than 80".	Within 180 days, cane detection will be installed at the underside of the stair.
10	The clothes pole and shelf must be within reach. Therefore, the top of the pole and shelf must be within 54" of the floor.	In the Package Room there is a clothes pole for laundering services that is about 70" above the floor.	Within 180 days, a clothes pole for laundering services will be installed within 54" of the floor.
11	Operable parts must be between 15" and 48" above the floor.	The card reader is about 53" above the floor.	Within 180 days, a card reader at or below 48" above the floor will be installed.
12	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9" and 54" above the floor.	The entire coffee dispenser touch screen is above 56" above the floor.	Within 180 days, the coffee dispenser touch screen must measure at or below 54" from the floor.
13	Seating is provided at tables. At least 5% must provide space for a wheelchair. A compliant wheelchair space must provide knee space under the table that is at least 30" wide and 27" tall.	In the Coffee Bar area, none of the tables or the counter provides knee space that is at least 30" wide and 27" tall.	Within 180 days, bar seating to be eliminated in this location and cane detection under the ends of the bar to be installed.
14	Lobby Restroom:		
15	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	The thresholds is more than 1/4" tall and is not beveled.	Within 180 days, the threshold will be modified to measure no more than 1/2" total rise, with 1/4" maximum abrupt vertical rise and the remainder to be beveled at 1:2.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
16	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the paper towel dispenser is about 50" above the floor and protrudes 8 1/2" into the circulation path.	Within 180 days, the paper towel dispenser must be modified or replaced such that the underside measures no more than 27" above the floor if it protrudes into the circulation path by more than 4".
17	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 45" above the floor.	Within 180 days, the mirror over the lavatory will be modified or replaced such that the bottom of the reflective edge measures no more than 40" above the floor.
18	Centerline of toilet must be 18" from sidewall. The 2010 ADA Standards permit the centerline to be 16" to 18" from the sidewall.	The toilet centerline is 18 1/2" from the sidewall.	Within 180 days, an offset flange will be installed to move the centerline to 16-18".
19	Fitness Room:		
20	Common use interior doors must be openable with no more than 5-pounds force. Fire doors must be openable with the minimum opening force permitted by the local building/fire official.	The doors to the fitness room requires 15 pounds force.	Within 180 days, the door closer will be adjusted to require no more than five (5) pounds force to open. The adjusted door closers will be monitored monthly for continued compliance.
21	Accessible route must be at least 36" wide. Accessible route may narrow to 32" for a distance of no more than 24".	Parts of the accessible route to each type of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Within 180 days, all fitness equipment will be relocated to ensure accessible route to at least one of each type of equipment or machine is present.
22	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9" and 54" above the floor.	The towel dispenser is about 61" above the floor.	Within 180 days, the towel dispenser will be lowered or modified such that is measures between 9" and 54" above the floor.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
23	Fitness Restroom:		
24	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	The threshold is more than 1/4" tall and is not beveled.	Within 180 days, the threshold will be modified to no more than 1/2" total rise, with 1/4" maximum abrupt vertical rise and the remainder will be beveled at 1:2.
25	The pull side of the door requires a latch-side approach. The door does not have a closer. Therefore, the maneuvering space must be at least 48" deep and must extend at least 24" from the latch.	The depth of the maneuvering space at the door is 49" deep. The paper towel dispenser reduces the clearance to the side of the latch to 13".	Within 180 days, the paper towel dispenser will be relocated to provide the required clear maneuvering space.
26	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 46" above the floor.	Within 180 days, the mirror will be lowered so that the reflective surface is mounted no more than 40" above the floor.
27	The top of the gripping surface of the grab bar must be 33" to 36" above the floor.	The tops are 36 3/4" to 37" above the floor.	Within 180 days, the side wall grab bar will be relocated such that the gripping surface is between 33" and 36" above the floor.
28	The rear grab bar must be at least 36" long. It must extend from the toilet centerline toward the sidewall at least 12" and at least 24" toward the open side.	The rear grab bar extends only 22 1/2" to the open side of the toilet.	Within 180 days, the rear wall grab bar will be relocated to 24" from centerline of WC to open side.
29	The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	The front end of the grab bar is only 52 1/4" from the rear wall.	Within 180 days, the sidewall grab bar at the toilet will be relocated such that it extends at least 54" from the rear wall.
30	Pool:		
31	A forward approach to the push side of the door is required. The door has both a latch and a closer. Therefore, the maneuvering space must extend 12" to the latch side of the door.	The door to the outdoor common area has a closer. The maneuvering space is only 11" to the latch side.	Within 180 days, the push side door trim and frame will be modified to provide 12" push side, latch side maneuvering space.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
32	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	The maneuvering space extends only 16 3/4" beside the latch side of the door.	Within 180 days, the pull side door trim and frame will be modified to provide 18" to the side of the latch.
33	Ramps must have handrails on both sides.	The ramp to the pool deck does not have handrails, just guardrails.	Within 180 days, compliant hand rails will be installed on both sides of the ramp.
34	Abrupt changes in level that exceed 1/4" must be beveled at 1:2. Abrupt changes that exceed 1/2" must slope no more than 8.33%.	At the bottom of the ramp to the pool deck, the ramp begins 3/4" - 1" above the landing.	Within 180 days, the threshold of the pool deck ramp will be modified such that any change in level that exceed 1/4" is beveled at 1:2 and any changes that exceed 1/2" must slope no to no more than 8.33%.
35	Ramp running slope cannot exceed 8.33%.	At the bottom part of lowest ramp segment, the running slope is 9.9%.	Within 180 days, the ramp to the pool deck will be modified to a slope of no more than 8.33%.
36	Ramp must have landings at the top and bottom, whenever the ramp changes direction, and at every 30" rise. The landing must be as wide as the ramp and at least 60" long. The landing must be at least 60" by 60" where the ramp changes direction.	There is no landing at the top.	Within 180 days, the top of the pool deck ramp will be modified to provide a landing that is at least 60" by 60".
37	An accessible route must connect buildings, facilities, spaces, and elements on the site. The accessible route must be sufficiently similar to the route for the general public such that it is considered as the same terms and conditions.	Use of the ramp to the pool deck requires assistance where the inaccessible entrance has no such requirement.	During pool season and pool operating hours, the gate at the top of the pool deck ramp shall remain unlocked, and monthly monitoring to ensure continued compliance.
38	Operable parts must be within reach. A side reach over an object is required. For the operable parts to be within reach the object cannot be taller than 34" or the operable parts cannot be more than 10" from the front edge of the counter.	In the grill area, the counter is 37" tall and the electrical receptacle is more than 10" from the front edge of the counter.	Within 180 days, the countertop will be modified to provide 34" maximum height with outlet or the electrical receptacle will be relocated to within 10" of front of the countertop.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
39	Operable parts must be within reach. A side reach over an obstruction is required. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor. If the obstruction is more than 34" tall, then the operable part must be within 10" of the front edge and must be within 54" of the floor.	The outdoor grill has a lid. When open the lid handle is 17 1/2" from the front edge and 59 1/2" above the ground.	Within 180 days, an aftermarket handle will be installed on the lid at one grill to allow for accessible reach when open.
40	Pool gate hardware may be mounted 54" above the ground provided an unobstructed side approach is possible, that is 48" wide if 3 sides of the clear ground space are restricted for a depth of no more than 15", otherwise 60" deep.	The ramp side of the pool gate requires a forward approach. The gate hardware is mounted 56" above the ground.	Within 180 days, the hardware at the ramp side of the pool gate will be modified or replaced such that the hardware is mounted no more than 54" above the ground.
41	The door hardware must be operable with one hand and without tight grasping, tight, or twisting of the wrist.	The pool gate hardware is mounted on one side of the gate. It requires two hands to open the door. And it requires pinching to operate.	Within 180 days, accessible pool gate hardware will be installed such that it is compliant with the local swimming pool code.
42	Pool Restroom:		
43	The room identification sign must be mounted to the latch side of the door. The 2010 ADA Standards permits signs to be mounted on the push side of the door if there is no hold-open.	The sign is mounted on the pull side of the door.	Within 180 days, the signage will be relocated to the latch side of the door.
44	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	The threshold is 1 1/2" tall and is not beveled.	Within 180 days, the threshold will be modified to no more than 1/2" total rise, with 1/4" maximum abrupt rise, and the remainder will be beveled at 1:2.
45	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the paper towel dispenser is 52" above the floor and protrudes 8 1/2" into the circulation path.	Within 180 days, the paper towel dispenser will be recessed such that it protrudes no more than 4" or cane detection will be installed under the paper towel dispenser.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
46	The handheld shower unit must be provided and have a 60" long hose. The 2010 ADA Standards permit the hose to be 59" long.	The hand-held shower spray is not provided.	Within 180 days, a handheld shower sprayer will be installed.
47	Shower must have grab bars.	In the pool shower, no grab bars are provided.	Within 180 days, two grab bars will be installed on the walls of the shower.
48	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 45" above the floor.	Within 180 days, the mirror will be relocated to such that the reflective surface will be mounted no more than 40" above the floor.
49	Clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may not overhang this space.	The lavatory reduces the toilet clear floor space to only 43 1/2" wide.	Within 180 days, lavatory will be modified such that it provides compliant toilet clear floor space.
50	The rear grab bar must be at least 36" long. It must extend from the toilet centerline toward the sidewall at least 12" and at least 24" toward the open side.	The rear grab bar extends only 22 1/2" to the open side of the toilet.	Within 180 days, the rear wall grab bar will be relocated to 24" from centerline of WC to the open side.
51	Trash Rooms:		
52	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	On the corridor side, the top is 3/4" above the finished floor.	Within 180 days, the threshold will be modified to no more than 1/2" total rise, with 1/4" maximum abrupt rise, and the remainder will be beveled at 1:2.
53	The control for the trash chute intake door must be operable with one hand and without tight grasping, pinching, or twisting of the wrist.	To operate the door, one must operate a lever and pull on a handle simultaneously. It requires either tight grasping, too much dexterity in the thumb, or two hands to operate.	Within 180 days, all trash chutes will be modified to have accessible hardware.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
54	The control for the trash chute intake door must be openable with no more than 5-pounds force.	In all the trash rooms, the control on the trash chute intake door requires 11 pounds force.	Within 180 days, all trash chute doors will be modified or replaced such that they are operable with no more than 5-pounds force.
55	DWELLING UNITS: The following retrofits shall occur in all dwelling units within the Property.		
56	Where the top of the threshold is more than 1/4" above the landing, the transition must be beveled at least 1:2.	The entrance door threshold is 1/2" tall. The bevel is only 1:1.	Within 180 days, all entrance thresholds will be modified to no more than 1/2" total rise, with 1/4" maximum abrupt rise, and the remainder will be beveled at 1:2.
57	Where the top of the threshold is more than 1/4" above the landing, the transition must be beveled at least 1:2.	The bathroom threshold is 3/4" tall. Also, the bevel is only 1:1.	Within 180 days, all bathroom thresholds will be modified to no more than 1/2" total rise, with 1/4" maximum abrupt rise, and the remainder will be beveled at 1:2.
58	A forward approach is required. Therefore, the pipes under the lavatory must be insulated to protect a person from burns and from sharp or abrasive edges.	The pipes under the accessible lavatory are not insulated.	Pipe protection to be installed as removable base cabinets are removed upon the earlier of (1) notice + request by a current resident or (2) turnover.
59	The bottom of the reflective edge of the mirror must be within 40" of the floor.	The reflective surface of the mirror is mounted about 41 1/2" above the floor.	Mirror will be modified such that the reflective surface is mounted no more than 40" above the floor. Retrofitting to occur upon turnover.
60	The toilet paper dispenser must be mounted on the sidewall with the centerline 7" to 9" in front of the toilet.	The toilet paper is positioned such that the far end is no more than 36" from the rear wall. Therefore, the centerline may be closer than 7" to the front of the toilet.	Toilet paper dispenser will be relocated to 7"-9" in front of toilet, measured to centerline of dispenser. Retrofitting to occur upon turnover.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
61	Unit 208, Studio (There are 10 additional units of this type: 206, 304, 306, 308, 404, 408, 504, 506, 508.)		
62	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	In units 206 and 208, at the inside of the terrace door, the HVAC unit reduces maneuvering space to only about 4" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by current resident or (2) turnover, the terrace door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.
63	In the dwelling unit, the balcony or terrace door threshold cannot be taller than 3/4" on the inside. When taller than 1/4" it must be beveled 1:2.	Inside the threshold is 1" tall and is not beveled.	Within 180 days, the terrace thresholds will be modified to no more than 3/4" total, with 1/4" maximum abrupt rise and the remainder beveled 1:2.
64	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 38 1/4", between the range and the opposing counter is only 39", and between opposing counters is 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
65	Unit 203, Studio (There is 1 additional unit of this type: 303.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
66	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37", between the range and the opposing counter is only about 39", and between opposing counters is 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
67	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33 1/2" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
68	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 3/4" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
69	Unit 204, One Bedroom (This is the only unit of this type.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
70	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	At the inside the terrace door, the HVAC unit reduces maneuvering space to only about 4" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by current resident or (2) turnover, the terrace door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.
71	In the dwelling unit, the balcony or terrace door threshold cannot be taller than 3/4" on the inside. When taller than 1/4" it must be beveled 1:2.	Inside the threshold is 1" tall and is not beveled.	Within 180 days, the terrace thresholds will be modified to no more than 3/4" total, with 1/4" maximum abrupt rise and the remainder beveled 1:2.
72	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 36 1/2", between the range and the opposing counter is only 38 3/4", and between opposing counters is about 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
73	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents,

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
74	Unit 202, One Bedroom (This the only unit of this type except that Line 76 applies to Units 210 and 212 as well.)		
75	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	At the coat closet, the maneuvering space is only about 5 1/2" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by current resident or (2) turnover, the coat closet door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.
76	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	At the inside the terrace door, the HVAC unit reduces maneuvering space to only about 4" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by current resident or (2) turnover, the terrace door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.
77	In the dwelling unit, the balcony or terrace door threshold cannot be taller than 3/4" on the inside. When taller than 1/4" it must be beveled 1:2.	Inside the threshold is 1" tall and is not beveled.	Within 180 days, the terrace thresholds will be modified to no more than 3/4" total, with 1/4" maximum abrupt rise and the remainder beveled 1:2.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
78	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37", and between opposing counters is 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
79	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents.
80	Unit 507, Two Bedroom (There are three additional units of this type: 209, 309, 407.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
81	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 38", and between opposing counters is 39 3/4".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
82	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33 1/4" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents.
83	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 1/2" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
84	Unit 405, One Bedroom (There are 19 additional units of this type: 205, 207, 211, 212, 213, 305, 307, 311, 312, 313, 403, 409, 411, 412, 503, 505, 509, 511, 512.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
85	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37 1/2", between the range and the opposing counter is only about 39", and between opposing counters is 39 3/4".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
86	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents.
87	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 1/4" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
88	Unit 401, Two Bedroom (There is one additional unit of this type: 501.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
89	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 16 1/2" beside the latch side of the door.	Upon notice to and request by a current or prospective tenant, install automatic door opener.
90	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37", and between opposing counters is 39 1/4".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
91	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
92	Unit 302, Two Bedroom (There are two additional units of this type: 402, 502.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
93	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37 1/2", and between opposing counters is 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
94	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34 1/2" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
95	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 3/4" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
96	Unit 301, Studio (There is one additional unit of this type: 201.)		

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
97	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
98	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 1/4" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
99	Unit 310, One Bedroom with Den (There are three additional units of this type: 210, 410, 510.)		
100	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	At the hall closet, the maneuvering space is only 5 1/2" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by current resident or (2) turnover, the hall closet door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.

EXHIBIT A

Line #	The Light House - 120 North Pearl		
	Element	Condition	Agreed Upon Retrofit
101	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 37", between the range and the opposing counter is only about 38 1/4", and between opposing counters is 39 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
102	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34" from the toilet sidewall.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
103	Toilet centerline must be at least 18" from the sidewall or bathtub.	It is 15 3/4" from the chase wall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
1	Exterior:		
2	Accessible route cannot cross slope more than 2%.	From the accessible parking, near the entrance concrete walkway, for about 8', the cross slope is 4.1% to 6.3%.	Within 180 days, the walkway from accessible parking will be modified such that the cross slope is no more than 2% at any point on the walkway.
4	Mailboxes:		
5	For mailboxes for residential units that have mobility features, the operable parts may not be mounted any higher than 54". The USPS does not permit mailboxes to have operable parts below 28" and the floor of parcel boxes to be below 15".	The highest operable parts on the parcel boxes are 68" above the floor.	Within 180 days, use of parcel boxes will be disabled.
6	Fitness Room:		
7	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the ceiling bulkhead is 73 1/2" above the ground and projects 8 1/4" into the circulation path.	Within 180 days, can detection will be installed or the bulkhead will be removed.
8	Accessible route must be at least 36" wide. Accessible route may narrow to 32" for a distance of no more than 24".	There is no accessible route to the elliptical.	Within 180 days, the free weights will be relocated to allow for 36" wide path of travel to elliptical machine.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
9	At least one of each type of storage must be within reach. A forward reach is required. Therefore, it must be between 15" and 48" above the floor. Where the reach is obstructed by an object, there must be knee and toe space below the object.	The nearby fitness equipment blocks the clear floor space to the exercise mats. The hooks for the mats are 60" above the floor.	Within 180 days, a lower mat hook will be installed.
10	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9" and 54" above the floor.	The towel dispenser is about 60 1/2" above the floor.	Within 180 days, the towel dispenser will be lowered such that it is no more than 54" above the floor.
11	Roof Top:		
12	Undedicated electrical receptacles above counters that are for common use. A side reach over an obstruction is required. The obstruction may not be taller than 34" or deeper than 24". If the obstruction is less than 10" deep, then the operable parts must be within 54" of the floor. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor.	The counter is 35 1/4" tall. The outlet is 22 1/2" front the front edge of the counter. Therefore, the outlets are out of reach.	Within 180 days, lock boxes will be installed over outlets.
13	Trash Rooms:		
14	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	The maneuvering space extends only 10" beside the latch.	Within 180 days, relocate Verizon boxes to allow for compliant maneuvering space.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
15	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	On the 4th Floor, the maneuvering space extends only about 8" beside the latch.	Within 180 days, relocate Verizon boxes to allow for compliant maneuvering space.
16	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	On the 3rd Floor, the maneuvering space extends only about 11" beside the latch.	Within 180 days, relocate Verizon boxes to allow for compliant maneuvering space.
17	Buildings with visual alarms must have visual alarms in common use rooms.	The building has visual alarms. However, there are no visual alarms in the Refuse Rooms.	To the extent audible alarms are able to be heard by hearing individuals from within the refuse rooms, visual alarm component will be added. Retrofitting to occur within 180 days.
18	The control for the trash chute intake door must be openable with no more than 5-pounds force.	In all the trash rooms, the control on the trash chute intake door requires 8 to 10 pounds force.	Within 180 days, compliant trash chute doors will be installed on every other floor.
19	DWELLING UNITS: The following retrofits shall occur in all units of the Property.		
20	The door has securing hardware. It must be mounted within 48" of the floor.	The securing hardware on the entry door is mounted about 60" above the floor.	Within 180 days, privacy latches will be moved or added at accessible heights in every unit.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
21	Operable parts on the thermostat must be within 48" of the floor.	The highest control is 54 1/2" to 55 1/2" above the floor.	Within 90 days, Defendants will provide a video demonstration that the HVAC system can be re-programmed to permit operation of the controls from the unit located at an accessible height. Assuming such reprogramming is satisfactory, it will be available to residents upon notice to and request by current or prospective residents.
22	The bottom of the reflective edge of the mirror must be within 40" of the floor.	The reflective surface of the mirror is mounted 47 1/4" above the floor.	Upon turnover, the mirror in at least one bathroom in every unit will be lowered such that the reflective surface is mounted a maximum of 40" above the floor or a full-length mirror will be installed.
23	All bathrooms shall provide for the future installation of grab bars and shower seats at toilets, bathtubs, and showers. Reinforcement should extend 2" beyond mounting locations.	No evidence that reinforcement was installed in the bathroom walls to allow later installation of grab bars around the toilet, tub, shower, and shower seat.	Installation of grab bars upon notice to and request by current or prospective residents.
24	Unit 507, One Bedroom (There are three additional units of this type: 207, 307, 407.)		
25	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 14 3/4" beside the latch side of the door.	Upon notice to or request by current or prospective tenant, install automatic door opener.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
26	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The clear floor space is off-centered by 3 1/2".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
27	Shower controls must be mounted above the grab bar between 38" and 48". A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray. The hand-held spray must have an on/off control.	In units, where the shower is the covered bathing facility, the hand-held shower spray is not provided.	Installation of hand-held shower spray upon notice to and request by current or prospective residents.
28	Toilet centerline must be at least 18" from the sidewall.	The toilet centerline is 15 1/2" from the sidewall.	Use offset flange to move the centerline to get as close to 18" as possible from the sidewall. Retrofitting to occur within 180 days.
29	Unit 509, One Bedroom (There are three additional units of this type: 209, 309, 409.)		
30	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 14 1/2" beside the latch side of the door.	Upon notice to or request by current or prospective tenant, install automatic door opener.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
31	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the counter is only 35" and between opposing counters is only 37".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
32	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The clear floor space is off-centered by 8 3/4".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
33	The bathtub controls, including the diverter, must be mounted between the midpoint and the open end of the bathtub. A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray.	The bathtub controls are centered on the control wall. No handheld unit is provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
34	Unit 501, One Bedroom (There are three additional units of this type: 201, 301, 401.)		

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
35	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the counter is only 35 1/4" and between opposing counters is only 38 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
36	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The parallel clear floor space for the lavatory is only 30" by 35 1/2".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
38	The bathtub controls, including the diverter, must be mounted between the midpoint and the open end of the bathtub. A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray.	The bathtub controls are centered on the control wall. No handheld unit is provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
39	Unit 403, One Bedroom (There are three additional units of this type: 203, 303, 503.)		

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
40	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The parallel clear floor space for the lavatory is only 30" by about 31".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
41	Unit 402, Two Bedroom (There are seven additional units of this type: 202, 208, 302, 308, 408, 502, 508.)		
42	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the counter is only 38 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
43	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The parallel clear floor space for the lavatory is only 30" by 35 1/2" and is off-centered by 9".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
44	The bathtub controls, including the diverter, must be mounted between the midpoint and the open end of the bathtub. A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray.	The bathtub controls are centered on the control wall. No handheld unit is provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
45	Unit 406, One Bedroom (There are five additional units of this type: 304, 306, 404, 504, 506.)		
46	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 15 1/4" beside the latch side of the door.	Upon notice to or request by current or prospective tenant, install automatic door opener.
47	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the bedroom, the maneuvering space extends only 1 1/2" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by a current resident or (2) turnover, the bedroom door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
48	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the counter is only 35 1/4" and between opposing counters is only 37".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
49	Lavatory requires a centered forward approach clear floor space. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. A removable cabinet may be installed.	The cabinet is not removable.	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
50	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall.	The clear floor space is only 30" by about 40".	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
51	Unit 204, Studio (There is one additional unit of this type: 206.)		

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
52	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the bathroom, the maneuvering space extends only 13 3/4" beside the latch side of the door.	Upon the earlier of: (1) notice to and request by a current resident or (2) turnover, the bathroom door will be re-swing or the hinge side of the door will be changed if either of those retrofits will achieve compliant maneuvering space.
53	The 30" by 48" parallel clear floor space must be centered on the lavatory.	The parallel clear floor space for the lavatory is only 30" by 35 1/2".	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
54	The bathtub controls, including the diverter, must be mounted between the midpoint and the open end of the bathtub. A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray.	The bathtub controls are centered on the control wall. No handheld unit is provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
55	Unit 205, One Bedroom (There are three additional units of this type: 305, 405, 505.)		
56	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 4" beside the latch side of the door.	Upon notice to or request by current or prospective tenant, install automatic door opener.

EXHIBIT A

The Wood Works - 550 Halstead Avenue			
Line #	Element	Condition	Agreed Upon Retrofit
57	The lavatory must have a 30" by 48" clear floor space that is parallel and centered on the range.	It is 5 1/2" off-center.	Installation of 30" wide removeable vanity cabinet to occur upon the earlier of (1) notice to and request by current resident or (2) turnover.
58	Clear floor space outside the roll-in shower must extend the length of the shower.	On the non-control sidewall of the shower, the clear floor space is partially blocked by a vanity cabinet that is not removable.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
1	General:		
2	Emergency warning systems shall include both audible alarms and visual alarms.	There is an audible alarm system in the building, but no visual alarms in many of the common use spaces. It is unclear whether there are visual alarms in the trash rooms and in Bicycle Storage. It is unclear whether the visual alarms covered the fitness center, garage, package area, mailbox area, and lobby.	Within 180 days, audible alarms in all common areas will be modified to include visual alarms. All existing audible alarms and coverage with visual alarms will be confirmed as compliant with the fire code.
2	Interior and exterior signs identifying permanent rooms and spaces must have raised characters that are in upper case and are 5/8" to 2" tall. The message must be repeated in braille. The signs must have a matte finish. The characters must contrast with the background. The baseline of the characters and braille must be between 48" and 60" above the floor.	The signs do not have any accessible features.	Within 180 days, identification signs to common area rooms and spaces and individual dwelling units will include NYS 2015 compliant features.
3	Common use interior doors must be openable with no more than 5-pounds force. Fire doors must be openable with the minimum opening force permitted by the local building/fire official.	The doors to the garage require 14 pounds force.	Within 180 days, doors to the will be retrofitted to require no more than 9.5 lbs closing force. Defendants will establish monthly maintenance check.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
4	The standpipe riser is in the circulation path. If the underside of any part is more than 27" but less than 80" above the floor, then it may be a protruding object. It cannot protrude more than 4" into the circulation path from the wall or pipe.	The undersides of the valves are about 45 1/2" above the floor and they protrude into the circulation path about 11".	Within 180 days, cane detection will be installed.
5	Garage, Lower Level:		
6	Accessible parking signs must be visible over parked vehicles. It is acceptable to have the bottom of the sign at least 60" above the parking surface.	The bottoms of the accessible parking signs are only 50" above the parking surface.	Within 180 days, the accessible parking signs will be raised such that the bottom of the sign is at least 60" above the parking surface.
7	Garage Upper Level:		
8	Accessible parking signs must be visible over parked vehicles. It is acceptable to have the bottom of the sign at least 60" above the parking surface.	The bottoms of the accessible parking signs are only 50" above the parking surface.	Within 180 days, the accessible parking signs will be raised such that the bottom of the sign is at least 60" above the parking surface.
9	Parking spaces and access aisle cannot have a slope of more than 2% in any direction.	The door to the vestibule, the access aisle has a running slope of 4.6%.	Within 180 days, automatic door opener will be installed at door landing or the maneuvering space will be modified such that the slope of the access aisle is no more than 2% in any direction.
10	Doors and sidelights adjacent to doors that contain glazed panels for vision must have the bottom of at least one panel within 43" of the floor or all must be higher than 66".	On the door to the vestibule, the bottom is 49 3/4" above the floor.	Within 180 days, door or sidelight will be replaced such that the bottom of at least one panel is at least 66" above the floor.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
11	Doors with closers must take at least 3 seconds to move from a 70-degree position to a point 3" from the latch.	The door to the Vestibule closes completely in 3 seconds.	Within 180 days, the door to the vestibule will be retrofitted to require no more than 9.5 lbs closing force. Defendants will establish monthly maintenance check.
12	Vestibule:		
13	On the push side of a swinging door, the bottom 10" must be smooth. That is, the surfaces must be within 1/16" of the same plane. Cavities created by kick plates must be capped.	On the entrance doors, the bottom of the door handle is 8" above the floor.	Within 180 days, the door handle on the entrance doors will be modified such that a minimum of 10" smooth is provided.
14	On the push side of a swinging door, the bottom 10" must be smooth. That is, the surfaces must be within 1/16" of the same plane. Cavities created by kick plates must be capped.	On the doors between the Vestibule and Lobby, the bottom of the door handle is 8 1/2" above the floor.	Within 180 days, the door handle on the doors between the Vestibule and Lobby will be modified such that a minimum of 10" smooth is provided.
15	Lobby:		
16	Operable parts must be between 15" and 48" above the floor.	The card reader is about 54" above the floor.	Within 180 days, the card reader will be lowered such that the highest operable part does not exceed 48" above the floor.
17	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9" and 54" above the floor.	The coffee dispenser is about 57 1/2" above the floor.	Within 180 days, lower coffee machine controls or replace coffee machine such that the controls are no more than 54" above the floor.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
18	Operable parts must be within reach. A side reach over an object is required. For the operable parts to be within reach the object cannot be taller than 34" or the operable parts cannot be more than 10" from the front edge of the counter.	The coffee service counter is 35 3/4" tall and the coffee supplies are more than 10" from the front edge. Therefore, the supplies are out of reach.	Within 180 days, relocate coffee supplies such that they are within accessible reach range.
19	The faucet on a common use sink is considered an operable part and must be within reach. A side reach over a cabinet that is no more than 34" tall may be used if the faucet is within 24" of the front edge. The operable parts must be within 46" of the floor.	The counter is 35 3/4" tall. Therefore, the faucet is out of reach.	Within 180 days, sink to be disabled for common use.
20	The lower outlet of the electrical receptacle must be at least 15" above the floor.	The electrical receptacles in the Lobby walls appear to be for common use. The lowest outlet is about 13" above the floor.	Within 180 days, installation of lock boxes to cover outlets.
21	Fitness Room:		
22	On the push side of a swinging door, the bottom 10" must be smooth. That is, the surfaces must be within 1/16" of the same plane. Cavities created by kick plates must be capped.	The bottom of the door handle is 5" above the floor. The top of the bottom stile is 9 1/4" above the floor and about 7/8" in front of the glass.	Within 180 days, the door handle on the swinging door will be modified such that a minimum of 10" smooth is provided.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
23	A forward approach to the pull side of the door is required. The maneuvering space must extend 18" to the latch side of the door. The 2010 ADA Standards permit this dimension to be taken 8" beyond the face of the door.	Inside the Fitness Room, the face of the wall projects about 16 3/4" from the face of the door. The maneuvering space extends only 7 1/4" to the latch side of the door.	Within 180 days, relocate door within recess to provide pull side maneuvering space at latch side. If such retrofit does not achieve compliant maneuvering space, install automatic door opener.
24	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9" and 54" above the floor.	The towel dispenser is about 65" above the floor.	Within 180 days, towel dispenser will be lowered or additional dispenser installed such that it is mounted no more than 54" above the floor.
25	Roof Top:		
26	Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be within 54" of the floor.	The rack for the TV remotes is 58 1/2" above the floor.	Within 180 days, the rack (shelf) will be lowered to no more than 48" above the floor.
27	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	At the elevator lobby doors to the roof, the top is 1 1/4" above the landing.	Within 180 days, the elevator lobby door thresholds will be modified to no more than 1/2" total rise, with no more than 1/4" abrupt vertical and the remainder beveled at a slope of 1:2.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
28	Operable parts must be within reach. A side reach over an object is required. For the operable parts to be within reach the object cannot be taller than 34" or the operable parts cannot be more than 10" from the front edge of the counter.	In the grill area, the counter is 36" tall and the electrical receptacle is 27" from the front edge of the counter.	Within 180 days, installation of lock boxes to cover outlets.
29	Operable parts must be within reach. A side reach over an obstruction is required. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor. If the obstruction is more than 34" tall, then the operable part must be within 10" of the front edge and must be within 54" of the floor.	The outdoor grill has a lid. When open the lid handle is 15" from the front edge and 60 1/2" above the ground.	Within 180 days, aftermarket handle will be installed on the lid at one grill to allow for accessible reach when open.
30	Trash Rooms:		
31	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	On the Penthouse Level, the maneuvering space is only 56 1/2" deep and does not extend past the latch for the full depth of the maneuvering space.	Within 180 days, will install accessible hold open device with a delayed closing mechanism on the door.
32	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	On the 4th Floor, the maneuvering space is only 59 1/2" deep and extends only 13 1/4" to the latch side of the door. Additionally, a water spigot protrudes 4" into the maneuvering space.	Within 180 days, will install accessible hold open device with a delayed closing mechanism on the door.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
33	The control for the trash chute intake door must be openable with no more than 5-pounds force.	In all the trash rooms, the control on the trash chute intake door requires 8 to 9 pounds force.	Within 180 days, compliant trash chute doors will be installed on every other floor.
34	DWELLING UNITS GENERALLY: The following retrofits shall occur in every unit in the Property.		
35	The door has securing hardware. It must be mounted within 48" of the floor.	The securing hardware on the entry door is mounted about 60" above the floor.	Within 180 days, privacy latches will be moved or added at accessible heights in every unit.
36	The bathtub controls, including the diverter, must be mounted between the midpoint and the open end of the bathtub. A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray.	In units, where the tub is the covered bathing facility, the bathtub controls are centered on the control wall. No handheld unit is provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
37	Shower controls must be mounted above the grab bar between 38" and 48". A handheld showerhead must be provided which must be usable as a fixed head at various heights or as a handheld spray. The hand-held spray must have an on/off control.	In units, where the shower is the covered bathing facility, the hand-held shower spray is not provided.	Installation of hand-held sprayer upon notice to and request by current or prospective resident.
38	Unit PH12, Studio (This is the only unit of this type.)		

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
39	Toilet centerline must be at least 15" from the side of the lavatory counter and must be at least 18" from the sidewall or bathtub. There must be at least 33" between the sidewall and the side of the lavatory.	It is 13 1/2" from the lavatory counter and 17 1/2" from the chase wall at the tub for a total of 31".	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
59	Unit PH9, Studio (This is the only unit of this type.)		
60	Toilet centerline must be at least 15" from the side of the lavatory counter and must be at least 18" from the sidewall or bathtub. There must be at least 33" between the sidewall and the side of the lavatory.	It is 13 1/2" from the lavatory counter and 17 1/2" from the chase wall at the tub for a total of 31".	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
61	Unit PH11, One Bedroom (This is the only unit of this type.)		
62	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 16 1/2" beside the latch side of the door.	Upon notice to and request by a current or prospective resident, install automatic door opener.
63	The range must have a 30" by 48" clear floor space that is parallel and centered on the range.	It is 4 1/2" off-center.	Upon the earlier of (1) notice to and request by current tenant or (2) turnover, the perpendicular base cabinet will be removed to provide centered parallel approach.
64	Unit PH7, One Bedroom (This is the only unit of this type.)		

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
65	The range must have a 30" by 48" clear floor space that is parallel and centered on the range.	It is 4 1/2" off-center.	Upon the earlier of (1) notice to and request by current tenant or (2) turnover, the perpendicular base cabinet will be removed to provide centered parallel approach.
66	Unit PH6, One Bedroom (This is the only unit of this type.)		
67	Centerline of toilet must be 16" to 18" from sidewall. FHA requires the centerline to be at least 18" from the sidewall. Therefore, it should be 18" from the sidewall.	The toilet centerline is 28" from the sidewall.	Upon notice to and request by a current or prospective tenant, install a 30" long floor mounted grab bar or a fold down grab bar. Defendants will keep one of each in stock including fasteners suitable to carry the loads.
68	Unit PH3, Two Bedroom (There are two additional units of this type: PH4, PH5.)		
69	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the range and the opposing counter is only 36".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
70	Unit PH2, One Bedroom (This is the only unit of this type.)		

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
71	The push side of the door requires a latch-side approach. The maneuvering space must be at least 42" deep and must extend at least 24" to the latch side.	The hall bathroom door is only 36 1/2" wide.	Upon notice to and request by a current or prospective tenant, will install automatic door opener.
72	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33" from the toilet sidewall. The vanity cabinet is not removable.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
73	Unit PH1, One Bedroom (This is the only unit of this type.)		
74	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	Inside the entrance door, the maneuvering space extends only 15 1/4" beside the latch side of the door.	Upon notice to and request by a current or prospective resident, install automatic door opener.

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
75	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is 38 1/2" and between the range and the opposing counter is only 37 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.
76	Unit 512, Studio (There are four additional units of this type: 212, 312, 412, PH8.)		
77	Toilet centerline must be at least 15" from the side of the lavatory counter and must be at least 18" from the sidewall or bathtub. There must be at least 33" between the sidewall and the side of the lavatory.	It is 13 1/2" from the lavatory counter and 17 1/2" from the chase wall at the tub for a total of 32".	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
78	Unit 502, Two Bedroom (There are three additional units of this type: 202, 302, 402.)		

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
79	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33 1/4" from the toile sidewall The vanity cabinet is not removable.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
80	Unit 408, Studio (There are seven additional units of this type: 208, 210, 308, 310, 410, 508, 510.)		
81	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 34 1/2" from the toile sidewall The vanity cabinet is not removable.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
82	Unit 414, Studio (There are four additional units of this type: 214, 314, 514, PH10.)		
83	A forward approach to the pull side of the door is required. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	(Unit PH10 only) Inside the entrance door, the maneuvering space extends only about 15 1/4" beside the latch side of the door.	Upon notice to and request by a current or prospective tenant, install automatic door opener.
84	Unit 316, 1 Bedroom (There are three additional units of this type: 216, 416, 516.)		

EXHIBIT A

One Dekalb			
Line #	Element	Condition	Agreed Upon Retrofit
85	The clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may overhang the toilet clear floor space as much as 24" if knee and toe space is provided underneath the lavatory and the clear floor space is at least 66" deep. Since the toe space must be at least 9" tall and extend to the wall, the side panel cannot extend to the floor.	The edge of the vanity counter is only 33" from the toilet sidewall. The vanity cabinet is not removable.	Will have 30"-wide models purchased and on hand to be installed upon notice to + request by current or prospective residents
86	Unit 213, 1 Bedroom (There are three additional units of this type: 313, 413, 513.)		
86	Clearance between opposing counters, cabinets, appliances, and walls must be at least 40".	The clearance between the refrigerator and the opposing counter is only 37 1/2".	Kitchen compliance will be accomplished in one of the following ways: (1) a removable base cabinet will be installed at the kitchen sink (providing for 36" wide knee and toe space) on turnover of the unit; 2) if a different model appliance will address the issue, the appliance will be replaced upon the earlier of (1) notice and request of a current or prospective resident or (2) scheduled maintenance. The parties agree that some kitchens will not require modification as determined on a case by case basis as kitchens are evaluated for appropriate remediation.

Exhibit B-1:
**Notice to Prospective Residents of Accessibility Features Available Upon Request at
The Light House**

To increase accessibility at The Light House, we are making certain modifications available to prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

You may contact the management office to find out if you are eligible for the following modifications:

- Install automatic door opener at entrance door
- Replace bathroom sink to provide more space between the sink and the toilet
- Replace kitchen appliances to increase clearance between appliances and counters

Please contact the management office if you are interested in requesting this modification.

Exhibit B-2:
Notice to Prospective Residents of Accessibility Features Available Upon Request at
The Wood Works

To increase accessibility at The Wood Works, we are making certain modifications available to prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for every unit:

- Reprogram thermostats so that they can be controlled remotely
- Install grab bars in bathrooms

Some modifications are available for certain floor plans. You may contact the management office to find out if you are eligible for one of the following modifications:

- Install automatic door opener at entrance door
- Install hand-held bath or shower sprayer
- Replace kitchen appliances to increase clearance between appliances and counters

Please contact the management office if you are interested in requesting any of these modifications.

Exhibit B-3:
Notice to Prospective Residents of Accessibility Features Available Upon Request at
One Dekalb

To increase accessibility at One Dekalb, we are making certain modifications available to prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modification is available for every unit:

- Install hand-held bath or shower sprayer

Some modifications are available for certain floor plans. You may contact the management office to find out if you are eligible for one of the following modifications:

- Replace bathroom sink to provide more space between the sink and the toilet
- Install a floor-mounted or fold-down grab bar at the water closet in the bathroom
- Install automatic door opener at certain doors
- Replace kitchen appliances to increase clearance between appliances and counters

Please contact the management office if you are interested in requesting any of these modifications.

Exhibit C-1:
Notice to Current Residents of Accessibility Features Available Upon Request at
The Light House

To increase accessibility at The Light House, we are making certain modifications available to current and prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

You may contact the management office to find out if you are eligible for one of the following modifications:

- Install automatic door opener at entrance door
- Replace bathroom sink to provide more space between the sink and the toilet and provide insulation for under-cabinet pipes
- Re-swing or change the hinge side of doors to provide increased maneuvering space
- Replace kitchen appliances to increase clearance between appliances and counters

Please contact the management office if you are interested in requesting any of these modifications.

Exhibit C-2:
Notice to Current Residents of Accessibility Features Available Upon Request at
The Wood Works

To increase accessibility at The Wood Works, we are making certain modifications available to current and prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for every unit:

- Reprogram thermostats so that they can be controlled remotely
- Install grab bars in bathrooms

You may contact the management office to find out if you are eligible for the following modification:

- Install automatic door opener at entrance door
- Install hand-held bath or shower sprayer
- Replace bathroom sink to provide more space between the sink and the toilet and provide insulation for under-cabinet pipes
- Re-swing or change the hinge side of certain doors to provide increased maneuvering space
- Replace kitchen appliances to increase clearance between appliances and counters

Please contact the management office if you are interested in requesting any of these modifications.

Exhibit C-3:
Notice to Current Residents of Accessibility Features Available Upon Request at
One Dekalb

To increase accessibility at One Dekalb, we are making certain modifications available to current and prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for every unit:

- Reprogram thermostats so that they can be controlled remotely
- Install grab bars in bathrooms

You may contact the management office to find out if you are eligible for the following modifications:

- Replace bathroom sink to provide more space between the sink and the toilet
- Re-swing or change the hinge side of certain doors to provide increased maneuvering space
- Replace kitchen appliances to increase clearance between appliances and counters
- Remove the perpendicular base cabinet in the kitchen to provide centered parallel approach to appliances
- Install a floor-mounted or fold-down grab bar at the water closet in the bathroom
- Install automatic door opener for certain doors to provide adequate maneuvering space

Please contact the management office if you are interested in requesting any of these modifications.

Exhibit D – Equal Opportunity Housing Policy

Our company is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, source of income, gender identity and expression, domestic partnership status, marital status, age, immigration or citizenship status, lawful occupation, height or weight, military status, or status as a survivor of domestic violence or stalking.



30-30 Northern Blvd., Suite 302, Long Island City, NY 11101
p: (212) 400 - 8201 | f: (212) 400 - 8203
www.fairhousingjustice.org

WILC (Westchester Ind. Living Center)	Independent Living Center	WILC	contactwilc.org
The Arc of Westchester	Disability Support Organization	Makeda Bishop (Assistant Exec director for res services)	info@arcwestchester.org mbishop@arcwestchester.org
WDOMI (Westchester Disabled On the Move)	Advocacy + Awareness + Independence	Mary Ann Watkins (housing advocate)	email sent to receive email for watkins
CP Westchester	Advocacy + Support	Ted Jean (director of res services)	Ted.jean@cpwestchester.org
CP Westchester	advocacy + support	Bozena Mazeurek (associate exec dir)	Bozena.mazurek@cpwestchester.org
Lifting Up Westchester	Shelter	n/a info	info@liftingupwestchester.org
Open Arms Men's Shelter	Shelter	Charles Scott (Director of shelter services)	cstott@liftingupwestchester.org
Samaritan House Women's Shelter	Shelter	Deborah Williams (program director)	dwilliams@liftingupwestchester.org
Supportive Housing (Lifting up Westchester)	Shelter (staff)	Annette De La Cruz (director of housing services)	adelacruz@liftingupwestchester.org
My Sister's Place	Shelter (DV)	Brintha Jeyalingam	info@mspny.org bjeyalingam@mspny.org
Legal Services of the Hudson Valley	Legal	n/a info	info@lshv.org
The Legal Aid Society of Westchester County	Legal	LASW (info)	info@laswest.org
The Legal Aid Society of Westchester County	Legal	RIAC (Robert Horne, ESQ)	rhorne@laswest.org
DRNY	Legal/Advocacy	David Young	David.young@drny.org

WRO	Legal/home advocacy	Marlene Zarfes	mzarfes@wroinc.org
Self-Advocacy Association NYS	Self-advocacy	info	nyc@sanys.org
DRA	Legal	info	info@dralegal.org

Exhibit F-1:
**Notice to Non-Profit Organizations Regarding Available Accessible Housing at
The Light House**

[Insert Lighthouse letterhead]

Lighthouse Living has recently completed a number of modifications to the common areas of our multi-dwelling residential building, The Light House, to increase accessibility for people with disabilities. In addition, we are making available certain accessibility-related modifications for individual apartments at The Light House.

The Light House is located in Port Chester, New York and contains approximately 50 apartments, which are a mix of studio, one-bedroom, and two-bedroom units. More information about The Light House can be found at <https://lighthouseliving.com/property/the-light-house/>.

Prospective residents may contact the management office to find out more about which modifications are available for a particular apartment.

We hope this information is helpful to your organization.

Sincerely yours,

Exhibit F-2:
Notice to Non-Profit Organizations Regarding Available Accessible Housing at
The Wood Works

[Insert Lighthouse letterhead]

Lighthouse Living has recently completed a number of modifications to the common areas of our multi-dwelling residential building, The Wood Works, to increase accessibility for people with disabilities. In addition, we are making available certain accessibility-related modifications for individual apartments at The Wood Works.

The Wood Works is located in Harrison, New York and contains approximately 36 apartments, which are a mix of studio, one-bedroom, and two-bedroom units. More information about The Wood Works can be found at <https://lighthouseliving.com/property/wood-works/>.

Prospective residents may contact the management office to find out more about which modifications are available for a particular apartment.

We hope this information is helpful to your organization.

Sincerely yours,

Exhibit F-3:
Notice to Non-Profit Organizations Regarding Available Accessible Housing at
One Dekalb

[Insert Lighthouse letterhead]

Lighthouse Living has recently completed a number of modifications to the common areas of our multi-dwelling residential building, One Dekalb, to increase accessibility for people with disabilities. In addition, we are making available certain accessibility-related modifications for individual apartments at One Dekalb.

One Dekalb is located in White Plains, New York and contains approximately 76 apartments, which are a mix of studio, one-bedroom, and two-bedroom units. More information about One Dekalb can be found at <https://lighthouseliving.com/property/one-dekalb/>.

Prospective residents may contact the management office to find out more about which modifications are available for a particular apartment.

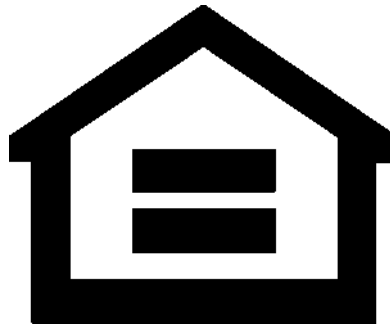
We hope this information is helpful to your organization.

Sincerely yours,





EXHIBIT H



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FAIR HOUSING JUSTICE CENTER, INC.

Plaintiff,

v.

LIGHTHOUSE LIVING LLC; LIGHTHOUSE LIVING
MANAGEMENT LLC; LIGHTHOUSE LIVING
REALTY, LLC; LIGHTHOUSE ENTERPRISES LLC;
ONE DEKALB LLC; AGD DEKALB LLC; AGD NORTH
PEARL LLC; AGD PEARL CONSTRUCTION LLC;
550 HALSTEAD AVENUE LLC; AGD HARRISON LLC;
CREATE DEVELOPMENT LLC; CAMPO CROCE LLC;
J&J MANAGEMENT SERVICES LLC; and
PAPP ARCHITECTS, P.C.,

Defendants.
-----X

Index No. 20 Civ. 4066(NSR)
(VR)

**PROPOSED STIPULATION
AND ORDER OF
DISMISSAL**

The parties to this action, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and (a)(ii) and the So-Ordered Settlement Agreement dated December __, 2023, hereby stipulate to the dismissal with prejudice of this action, including all claims and cross-claims between and among all Parties, with each party to bear its own attorneys' fees and costs, except that the Court shall retain jurisdiction over this action to the extent expressly provided for in the Settlement Agreement.

Dated: New York, New York

_____, 20__

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By: _____

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Harrison LLC, Create Development
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IT IS SO ORDERED:

Hon. Nelson S. Roman, U.S.D.J.

Date: